

EXHIBIT A



Case Caption: **YOHAN M. FULGENCIO v. ADMIN RECOVERY, LLC et al**

Judge Name:

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS + COMPLAINT	Processed	03/05/2021	Goldenberg, S.
2	EXHIBIT(S) MARCH COLLECTION LETTER	Processed	03/05/2021	Goldenberg, S.
3	EXHIBIT(S) MAY COLLECTION LETTER	Processed	03/05/2021	Goldenberg, S.
4	EXHIBIT(S) OCTOBER COLLECTION LETTER	Processed	03/05/2021	Goldenberg, S.
5	AFFIRMATION/AFFIDAVIT OF SERVICE	Processed	03/17/2021	Goldenberg, S. - filed by Law Office of Simon Goldenberg, PLLC
6	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING	Processed	03/17/2021	Goldenberg, S. - filed by Law Office of Simon Goldenberg, PLLC

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

-----X

YOHAN M. FULGENCIO, on behalf of himself and all others
similarly situated,

Plaintiff,

v.

ADMIN RECOVERY, LLC, and
JOHN AND JANE DOES 1-10,

Defendants.

-----X

To the above-named Defendant:

Index No.:

SUMMONS

Plaintiff designates
BRONX COUNTY
as the place of trial

The basis of the venue is
Plaintiff's residence

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: March 5, 2021

s/Simon Goldenberg

Simon Goldenberg

Simon Goldenberg
LAW OFFICE OF SIMON GOLDENBERG PLLC
818 East 16th Street
Brooklyn, New York 11230
Telephone: (347) 640-4357
E-mail: simon@goldenbergfirm.com

Attorneys for Plaintiff, Yohan Fulgencio

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

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YOHAN M. FULGENCIO, on behalf of himself and all others
similarly situated,

Plaintiff,

Index No.:

v.
ADMIN RECOVERY, LLC,
and JOHN AND JANE DOES 1-10,

**COMPLAINT AND
DEMAND FOR JURY
TRIAL**

Defendants.

-----X

This action is brought by Plaintiff, YOHAN M. FULGENCIO, (“FULGENCIO” or
“Plaintiff”) against Defendants, ADMIN RECOVERY, LLC (“ADMIN”) and JOHN AND
JANE DOES 1-10 (“DOES”), based on the following:

I. PRELIMINARY STATEMENT

1. Plaintiff brings this action individually and on behalf of all others similarly
situated for the illegal practices of Defendants, when attempting to collect an alleged debt from
him, in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692-1692p).

2. Such practices include attempting to collect consumer debts by engaging in
conduct prohibited by, or failing to engage in conduct required by, the FDCPA.

3. The FDCPA regulates the behavior of “debt collectors” (including collection
agencies, collection attorneys, debt buyers) when attempting to collect a consumer debt.
Congress found “abundant evidence of the use of abusive, deceptive, and unfair debt collection
practices by many debt collectors” which “contribute to a number of personal bankruptcies,
marital instability, loss of jobs, and invasions of individual privacy.” 15 U.S.C. § 1692(a). The

FDCPA was expressly adopted “to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote uniform State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e).

4. The FDCPA, at 15 U.S.C. § 1692c, prohibits when and with whom a debt collector may communicate when attempting to collect a debt and, at 15 U.S.C. § 1692b, limits communications with third parties to the collection of “location information.”

5. The FDCPA is a strict liability statute, which provides for actual or statutory damages upon the showing of one violation. The Second Circuit has held that whether a debt collector’s conduct violates the FDCPA should be judged from the standpoint of the “least sophisticated consumer.” *Clomon v. Jackson*, 988 F.2d 1314 (2d Cir. 1993).

6. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws the use of false, deceptive, and misleading collection letters and names a non-exhaustive list of certain *per se* violations of false and deceptive collection conduct. 15 U.S.C. § 1692e(1)-(16). Among these *per se* violations are: false representations concerning the character, amount, or legal status of any debt, 15 U.S.C. § 1692e(2)(A); the threat to take any action that cannot legally be taken or that is not intended to be taken, 15 U.S.C. § 1692e(5); and the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, 15 U.S.C. § 1692e(10).

7. When collecting or attempting to collect a debt, the FDCPA bars a debt collector’s use of: (a) false, deceptive, or misleading means or representations; and (c) unfair or unconscionable means. 15 U.S.C. §§ 1692d, 1692e, and 1692f. Each of those Sections contain a

list of specific *per se* violations but they are nonexclusive and do not limit the general application of each Section's broad prohibitions.

8. When the collection process starts, the FDCPA requires a debt collector to provide a consumer with basic debt information and the consumer's right to debt-verification. 15 U.S.C. § 1692g.

9. When a debt collector fails to comply with the FDCPA "with respect to any person," it "is liable to such person in an amount equal to the sum of" "any actual damage sustained," "additional" or statutory damages, costs, and reasonable attorneys' fees. 15 U.S.C. § 1692k(a). Statutory damages are limited: a plaintiff may recover no more than \$1,000, and the class may recover up to \$500,000 or 1% of the debt collector's net worth, whichever is less. 15 U.S.C. § 1692k(a)(2)(A)-(B).

10. Plaintiff seeks such relief as is allowed under FDCPA including, without limitation, statutory damages, attorney fees and costs.

II. PARTIES

11. FULGENCIO is a natural person who at all times relevant to this lawsuit was a citizen of, and resided in the Borough of the Bronx, Bronx County, New York.

12. ADMIN is a for-profit domestic limited liability company formed under the laws of New York.

13. ADMIN's registered agent for service by mail is located at 6225 Sheridan Drive, Suite 118, Williamsville, New York 14221

14. DOES are sued under fictitious names as their true names and capacities are yet unknown to Plaintiff. Plaintiff will amend this complaint by inserting the true names and capacities of the DOE defendants once they are ascertained.

III. JURISDICTION & VENUE

15. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1692k(d).

16. The Court has personal jurisdiction over Defendant pursuant to CPLR 301 and CPLR 302(a)(1) because Defendant transacts business within the state.

17. Venue is appropriate in Bronx County pursuant to CPLR 503 and 509 because Plaintiff resides in Bronx County.

IV. FACTS RELATING TO DEFENDANT

18. ADMIN regularly engages in the collection or attempted collection of defaulted consumer debts owed to others.

19. ADMIN is a business, the principal purpose of which is the collection of defaulted consumer debts.

20. In attempting to collect debts, ADMIN uses instruments of interstate commerce such as the mails, telephone, and the internet.

21. On information and belief, and based on advice of counsel, DOES are natural persons and/or business entities all of whom reside or are located within the United States who personally created, instituted and, with knowledge that such practices were contrary to law, acted consistent with, conspired with, engaged in, and oversaw the violative policies and procedures used by the employees of ADMIN that are the subject of this Complaint. DOES personally control, and are engaged in, the illegal acts, policies, and practices utilized by ADMIN and, therefore, are personally liable for all the wrongdoing alleged in this Complaint.

V. FACTS RELATING TO PLAINTIFF

22. ADMIN mailed, or caused to be mailed, a letter dated March 6, 2020 (the “March Letter”) to FULGENCIO.

23. A true and correct copy of the March Letter is attached as *Exhibit A*, except that portions of the Letter are redacted.
24. On information and belief, the Letter was mailed on or after the Letter's date.
25. The Letter concerned an outstanding debt owed to TD Bank N.A., doing business as TD Retail Card Services, account ending in 9923 (the "Debt").
26. The Debt was placed with ADMIN for purposes of collection.
27. The Letter contended that FULGENCIO owed the Debt in the amount of \$1,691.56.
28. The Debt arose out of one or more transactions in which the money, property, insurance, or services that were the subject of the transactions were primarily for personal, family, or household purposes.
29. The March Letter offered FULGENCIO to settle the Debt for "50% of the Account Balance to close this account. . . To accept this offer and close your account, please remit payment to our office in the amount of \$845.78 upon receipt of this letter."
30. The March Letter does not provide a date for when the payment must be made.
31. Upon reading the March Letter the least sophisticated onsumer could not and would not know a material term of the settlement offer, that is, a deadline for acceptance.
32. ADMIN's failure to provide an expiration date for its settlement offer is a material represenation and is misleading and deceptive to the least sophisticated consumer.
33. Further in the March Letter, FULGENCIO was notified that ADMIN was not "obligated to renew this offer."

34. The statement, “[w]e are not obligated to renew this offer” is materially false, deceptive and misleading because ADMIN is *always* obligated by the creditor to renew the offers stated in the March Letter.

35. In fact, ADMIN would have honored the acceptance of the offered settlements if payments were made at anytime while the Debt was placed with ADMIN for collection. In addition, during the time when the Debt was placed with ADMIN for collection, ADMIN was obligated to renew the settlement offers either as stated in the Letter or on terms more favorable to ADMIN.

36. In fact, on May 2, 2020 (the “May Letter”) ADMIN mailed, or caused to be mailed, a letter to FULGENCIO.

37. The May Letter renewed an identical 50% settlement offer from the March Letter.

38. A true and correct copy of the May Letter is attached as ***Exhibit B***, except that portions of the Letter are redacted.

39. Furthermore, the May Letter does not provide a date for when the payment must be made.

40. Upon reading the May Letter the least sophisticated onsumer could not and would not know a material term of the settlement offer, that is, a deadline for acceptance.

41. ADMIN’s failure to provide an expiration date for its settlement offer is a material represenation and is misleading and deceptive to the least sophisticated consumer.

42. On October 3, 2020 (the “October Letter”) ADMIN mailed, or caused to be mailed, a letter to FULGENCIO.

43. A true and correct copy of the October Letter is attached as *Exhibit C*, except that portions of the Letter are redacted.

44. The October Letter again renewed the identical 50% settlement offer from the March and May Letters.

45. Furthermore, the October Letter does not provide a date for when the payment must be made.

46. Upon reading the October Letter the least sophisticated onsumer could not and would not know a material term of the settlement offer, that is, a deadline for acceptance.

47. ADMIN's failure to provide an expiration date for its settlement offer is a material represenation and is misleading and deceptive to the least sophisticated consumer.

48. Furthermore, the May Letter and October Letters also notified FULGENCIO that ADMIN was not "obligated to renew this offer."

49. ADMIN's statements that "we are not obligated to renew this offer" were materially false, deceptive, and misleading, because they influence the least sophisticated consumer's decision to accept one of the offers out of fear that they might not be renewed.

50. ADMIN intended to give the false impression that if the consumer does not pay the settlement offer, the consumer might have no further recourse to settle their debt for the settlement offers provided.

51. ADMIN intended the March Letter to create a false sense of urgency for FULGENCIO to accept the settlement offer.

52. Upon information and belief, TD Bank N.A. did not put any limitations on the ability of ADMIN to renew settlement offers.

53. The Letter deprived FULGENCIO of truthful, material, non-misleading information in connection with ADMIN's attempt to collect a debt.

54. These violations by ADMIN were knowing, willful, negligent and/or intentional, and Defendant did not maintain procedures reasonably adapted to avoid any such violations.

55. ADMIN's collection efforts with respect to the Debts caused FULEGNCIO to suffer concrete and particularized harm because the FDCPA provides FULGENCIO with the legally protected right to be treated fairly and truthfully with respect to any action for the collection of any consumer debt.

VI. CAUSE OF ACTION FOR VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

56. The factual allegations in the preceding paragraphs are realleged and incorporated by reference.

57. ADMIN is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

58. DOES are "debt collectors" as defined by 15 U.S.C. § 1692a(6).

59. The Debt is a "debt" as defined by 15 U.S.C. §1692a(5).

60. FULGENCIO is a "consumer" as defined by 15 U.S.C. § 1692a(3).

61. *Exhibit A* is a "communication" as defined by 15 U.S.C. § 1692a(2).

62. *Exhibit B* is a "communication" as defined by 15 U.S.C. § 1692a(2).

63. *Exhibit C* is a "communication" as defined by 15 U.S.C. § 1692a(2).

64. The use and mailing of *Exhibit A, B and C* by ADMIN violated the FDCPA in one or more following ways:

- (1) Using a false, deceptive, or misleading representation or means in violation of 15 U.S.C. § 1692e;

- (2) Falsely misrepresenting the character, amount, or legal status of a debt in violation of 15 U.S.C. § 1692e(2)(A);
- (3) Using a false representation or deceptive means to collect or attempt to collect any debt in violation of 15 U.S.C. § 1692e(10); and
- (4) Using unfair means to collect or attempt to collect any debt in violation of 15 U.S.C. § 1692f.

VII. CLASS ALLEGATIONS

65. The Letters are form letters. Specifically, the Letters were created by merging electronically-stored information specific to the Debt (including but not limited to the addressee's name and address) with predetermined electronically-stored text and any graphics defined by a template, and printing the result. In effect, the Debt-specific information is used to populate the blanks in the template to produce the Letters.

66. ADMIN's conduct is consistent with its policies and practices when attempting to collect debts from consumers. Consequently, this action is brought by Plaintiff, both individually and on behalf of similarly situated individuals, pursuant to NY CLS CPLR § 901.

67. ***Class Definition.*** Plaintiff seeks to certify a Class. The Class is defined as:

All natural persons to whom ADMIN mailed a written communication in the form of ***Exhibit A, Exhibit B or Exhibit C*** to a New York address during the Class Period beginning on March 6, 2020 and ending on March 31, 2021 where: the communication offers the consumer a settlement offer without a payment date followed by the following disclosure: we are not obligated to renew this offer.

68. Class members' identities are readily ascertainable from ADMIN's business records.

69. ***Class Claims.*** The Class Claims are the claims which each Class member may have for any violation of the FDCPA arising from ADMIN having sent a written communication in the same form as the Letter in ***Exhibit A, Exhibit B or Exhibit C.***

70. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of NY CLS CPLR § 901 because there is a well-defined community interest in the litigation:

- (a) ***Numerosity.*** On information and belief, the Class are so numerous that joinder of all members would be impractical and includes at least 40 members.
- (b) ***Common Questions Predominate.*** Common questions of law and fact exist as to all members of the Class and those questions predominate over any issues involving only individual Class members because those questions concern the same conduct by Defendant with respect to each Class member.
- (c) ***Typicality.*** The claims of Plaintiff are typical of the Class members because those claims arise from a common course of conduct engaged in by Defendant.
- (d) ***Adequacy.*** Plaintiff will fairly and adequately protect the interests of the Class members insofar as he has no interests that are adverse to those of the Class members. Moreover, Plaintiff is committed to vigorously litigating this matter and has retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions.

71. Certification of a class under NY CLS CPLR § 901 is appropriate in that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

72. Based on discovery and further investigation (including, but not limited to, disclosure by Defendant of Class size and net worth), Plaintiff may seek class certification: (a) only as to particular issues as permitted under NY CLS CPLR § 906, (b) using a modified definition of the Class, or the claims of the Class; and (c) a different Class Period.

VIII. PRAYER FOR RELIEF

73. WHEREFORE, Plaintiff demands judgment against ADMIN. Specifically, Plaintiff requests entry of an Order:

- (1) Certifying that this action may be maintained as a class action pursuant to NY CLS CPLR § 901 including, but not limited to, defining the Class and the Class claims, issues, or defenses, and appointing the undersigned counsel as class counsel;
- (2) Awarding an incentive award to Plaintiff for his services on behalf of the Class;
- (3) Awarding statutory damages to Plaintiff pursuant to 15 U.S.C. § 1692k(a)(2);
- (4) Awarding attorney's fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k(a)(3);
- (5) Awarding, to the extent the recovery of attorney's fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k(a)(3) causes a negative

tax consequence to Plaintiff, a sum sufficient to ameliorate such consequences; and

- (6) Providing for such other and further relief as may be just and proper.

IX. JURY DEMAND

74. Trial by jury is demanded on all issues so triable.

Dated: March 6, 2021

s/Simon Goldenberg

Simon Goldenberg

Simon Goldenberg
LAW OFFICE OF SIMON GOLDENBERG PLLC
818 East 16th Street
Brooklyn, New York 11230
Telephone: (347) 640-4357
E-mail: simon@goldenbergfirm.com

Attorneys for Plaintiff, Yohan M. Fulgencio

To:
Admin Recovery, LLC
6225 Sheridan Drive, Suite 118
Williamsville, NY 14221

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

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YOHAN M. FULGENCIO, on behalf of himself and all others
similarly situated,

Index No.:

Plaintiff,

v.

ADMIN RECOVERY, LLC and JOHN AND JANE DOES 1-10,

Defendants.

-----X

SUMMONS AND COMPLAINT

Law Office of Simon Goldenberg PLLC

Attorney(s) for
YOHAN M. FULGENCIO
Plaintiff

818 East 16th Street
Brooklyn, NY 11230
(347) 640- 4357

6225 Sheridan Drive, Ste. 118
 Williamsville, NY 14221

104

6225 Sheridan Drive, Ste. 118
 Williamsville, NY 14221
 1-866-703-7961 ~ Fax (716) 580-3823



March 6, 2020

Yohan M Fulgencio

Bronx NY 10452-3809

Creditor: TD Bank N.A. (doing business as TD Retail Card Services)
 Creditor Account Number: [REDACTED] 9923
 Store: RAYMOUR & FLANIGAN ONLINE
 Admin Recovery Reference Number: 726478
 Account Balance: \$1,691.56

Dear Yohan M Fulgencio:

Admin Recovery, LLC is offering you the opportunity to pay 50% of the Account Balance to close this account. This 50% payment shall be in the total amount of \$845.78 to close Creditor Account Number [REDACTED] 9923.

To accept this offer and close your account, please remit payment to our office in the amount of \$845.78 upon receipt of this letter.

You may contact our office toll free at 1-866-703-7961, Monday and Tuesday from 9:00am-9:00pm, Wednesday and Thursday from 9:00am-8:00pm, and Friday from 9:00am-5:00pm EST. Please refer to the Admin Recovery Reference Number indicated above. We would like to protect your privacy, please be prepared to answer security questions. You may also visit us at our website at www.adminrecovery.com.

Please mail all payments to the following address:
 Admin Recovery LLC, 6225 Sheridan Drive, Ste. 118, Williamsville, NY 14221
 (Do not send cash in the mail)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

We are Required Under State Law to Notify Consumers of the Following Rights. This List Does Not Contain a Complete List of the Rights Consumers Have Under Federal, State or Local Laws.

FOR NEW YORK CITY RESIDENTS ONLY: New York City Department of Consumer Affairs License Number: 1331396

FOR NORTH CAROLINA RESIDENTS ONLY: This collection agency's license number is 103786.

FOR TENNESSEE RESIDENTS ONLY: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

FOR COLORADO RESIDENTS ONLY: You may contact our local office by telephone at (303) 920-4763. Our local office is located at: Colorado Manager, Inc., 8690 Wolff Court, Suite 110, Westminster, CO 80031.

If you would like additional time to respond to this offer, please contact us. We are not obligated to renew this offer.

Sincerely,

Timothy Ciffa
 Vice President of Collections
 Admin Recovery, LLC

* Detach this portion and return with your payment in the envelope provided. *

Yohan M Fulgencio
 1172 Anderson Ave Apt 1D
 Bronx NY 10452-3809

ADMIN RECOVERY, LLC
 6225 Sheridan Drive, Ste. 118
 Williamsville, NY 14221
 1-866-703-7961

IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW	
CARD HOLDER NAME	
ACCOUNT NUMBER	
726478	
CARD NUMBER	OVV/CID (3 or 4 Digit Code on Back of Card)
SIGNATURE	EXP. DATE
AMOUNT	<input type="checkbox"/> Check Here if Cardholder Address is The Same. If Not, Provide Cardholder Address On Back of Statement



ADMIN RECOVERY, LLC
 6225 Sheridan Drive, Ste. 118
 Williamsville, NY 14221

6225 Sheridan Drive, Ste. 118
Williamsville, NY 14221

May 2, 2020



Yohan M Fulgencio

Bronx NY 10452-3809

Creditor: TD Bank N.A. (doing business as TD Retail Card Services)
Creditor Account Number: [REDACTED] 9923
Store: RAYMOUR & FLANIGAN ONLINE
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CARD HOLDER NAME	
ACCOUNT NUMBER 726478	
CARD NUMBER	CVV/CID (3 or 4 Digit Code on Back of Card)
SIGNATURE	EXP. DATE
AMOUNT	<input type="checkbox"/> Check Here if Cardholder Address is The Same. If Not, Provide Cardholder Address On Back of Statement

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ADMIN RECOVERY, LLC
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Williamsville, NY 14221
1-866-703-7961 ~ Fax (716) 580-3823

October 3, 2020



Yohan M Fulgencio

Bronx, NY 10452-3809

Creditor: TD Bank N.A. (d/b/a Business & TD Retail Card Services)

Creditor Account Number: [REDACTED]

Store: RAYMOUR & L.L. ANGLIN GALLERY

Admin Recovery Reference Number: 726478

Account Balance: \$1,691.56

Dear Yohan M Fulgencio:

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ADMIN RECOVERY, LLC
6225 Sheridan Drive, Ste. 118
Williamsville, NY 14221

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

YOHAN M. FULGENCIO, on behalf of himself and
all others similarly situated,

Plaintiff,

Index No.: 803165/2021E
Date Filed: 3/5/2021

-against-

AFFIDAVIT OF SERVICE

ADMIN RECOVERY, LLC and JOHN AND JANE
DOES 1-10,

Defendants.

State of New York)

SS.:

County of Albany)

Jeffrey Teitel, being duly sworn, deposes and says that deponent is over the age of eighteen years, is employed by the attorney service, TEITEL SERVICE BUREAU INC., and is not a party to this action.

That on the 12th day of March, 2021 at the office of the Secretary of State of New York in the City of Albany he served the annexed Summons, Complaint and Demand for Jury Trial and Notice of Commencement of Action Subject to Mandatory Electronic Filing on **ADMIN RECOVERY LLC** by delivering and leaving with Nancy Dougherty, a clerk in the office of the Secretary of State, of the State of New York, personally at the Office of the Secretary of State of the State of New York, 2 true copies thereof and that at the time of making such service, Deponent paid said Secretary of State a fee of \$40.00 Dollars. That said service was pursuant to section 303 of the Limited Liability Company Law.

Deponent further states that he knew the person so served as foresaid to be a clerk in the Office of the Secretary of State of New York, duly authorized to accept such service on behalf of said defendant.

Nancy Dougherty is a white female, approximately 62 years of age, stands 5 feet 4 inches tall, weight approximately 145 pounds with brown hair.

Sworn to before me this 12th day of
March, 2021



Ann M. Malone

Notary Public, State of New York

Qualified in Albany County

No. 01MA6410748

Commission Expires November 02, 2024


Jeffrey Teitel

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

**STATEMENT OF AUTHORIZATION FOR
ELECTRONIC FILING
(Managing Attorney Authorizing Individual Filing Agent)**

Bar ID: 4859096

I, Simon Goldenberg, Esq., (Attorney Registration No. 48590) am the managing attorney of/attorney in charge of e-filing for Law Office of Simon Goldenberg, PLLC (the "Firm"). I hereby acknowledge and represent that the attorneys in the Firm who are authorized users of the NYSCEF system hereby authorize Samantha Quiles ("the filing agent") to utilize his/her NYSCEF filing agent ID to file documents on their behalf and at their direction in any e-filed matter in which they are counsel of record through NYSCEF, as provided in Section 202.5-b of the Uniform Rules for the Trial Courts.

This authorization extends to any consensual matter in which these attorneys have previously consented to e-filing or may hereafter consent, to any mandatory matter in which they have recorded their representation, and to any matter in which they authorize the filing agent to record consent or representation in the NYSCEF system.

This authorization extends to any and all documents these attorneys generate and submit to the filing agent for filing in any such matter. This authorization, posted once on the NYSCEF website as to each matter in which these attorneys are counsel of record, shall be deemed to accompany any document in that matter filed by the filing agent on behalf of these attorneys.

This authorization also extends to matters of payment, which the filing agent may make either by debiting an account the filing agent maintains with the County Clerk of any authorized e-filing county or by debiting an account the Firm maintains with the County Clerk of any authorized e-filing county.

This authorization regarding this filing agent shall continue until the Firm revokes the authorization in writing on a prescribed form delivered to the E-Filing Resource Center.

Dated: November 10, 2017


Signature

Brooklyn, NY 11230
City, State and Zip Code

Simon Goldenberg
Print Name

347-640-4357
Phone

Law Office of Simon Goldenberg

Firm/Department

simon@goldenbergfirm.com

E-Mail Address

818 East 16th Street

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(6/6/13)